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1-1-1964

Retail Grocers Association and Retail Store Employees Union Local 428

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Retail Grocers Association and Retail Store Employees Union Local 428

Location

Santa Clara, CA; East Palo Alto, CA; North Palo Alto, CA; Menlo Park, CA

Effective Date

1-1-1964

Expiration Date

3-31-1967

Number of Workers

2500

Employer

No employer specified

Union

Retail Clerks Union

Union Local

428

NAICS

44

Sector

P

Item ID

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Comments

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1964-1966 FOOD AGREEMENT

Retail Store Employees Union, Local 428, AFL-CIO

THIS AGREEMENT, entered into this..... day of....., 19....., by and

between....., a.....

(here insert whether a corporation, partnership or individual), First Party, hereinafter called the Employer, and RETAIL STORE EMPLOYEES UNION, LOCAL 428, of Santa Clara County, East Palo Alto, North Palo Alto (Ravenswood), and Menlo Park, affiliated with the Central Labor Council of Santa Clara County, the American Federation of Labor and Congress of Industrial Organizations through the Retail Clerks International Association, Second Party, hereinafter called the Union.

WITNESSETH:

In consideration of the premises and of the respective promises and Agreements and covenants of the above-mentioned parties hereto, they do hereby mutually agree as follows:

Section 1. RECOGNITION AND CONTRACT COVERAGE

(a) RECOGNITION: The Employer hereby recognizes the Union as the sole collective bargaining agency for an appropriate unit consisting of all employees working in the Employer's retail food stores within the geographical jurisdiction of the Union except meat department employees and supervisors within the meaning of the National Labor Relations Act, as amended.

(b) CLERK'S WORK: The work covered by this Agreement shall be performed only by members of the appropriate unit as defined in Section 1 (a) hereof and such work shall consist of all work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail food stores including the demonstration of such products, but excluding

1. Supervisory functions;
2. Such work as may be performed by employees working exclusively in the meat department and who are engaged in the handling, cutting, selling, processing, wrapping, or displaying of fresh, frozen or processed meats, poultry, fish and sea food products in said department;
3. Work of employees heretofore expressly excluded from the provisions hereof by agreement of the parties; and
4. Subject to the terms and conditions applicable to the area of non-food merchandise as hereinafter set forth in Sub-Section (c) of this SECTION 1, such work as is performed under prevailing practices in this area at the point of delivery by a driver-salesman engaged in servicing the retail food stores with merchandise directly from a delivery vehicle.

(c) It is understood and agreed that the application of SECTION 1 (b) (4) to the area of non-food merchandise shall be subject to the following terms and conditions:

1. Where the stocking, rearranging and displaying of non food merchandise, or of a category or categories thereof such as drugs, health and beauty aids, housewares, soft goods, books and magazines has historically been performed by members of the bargaining unit within all of the retail food stores of the Employer within the geographical jurisdiction of the contract, then the aforementioned work with respect to such non food merchandise, or category or categories thereof as the case may be, shall continue to be performed by said members of the bargaining unit during the term of this Agreement.
2. Where the stocking, rearranging and displaying of non food merchandise, or of a category or categories thereof such as drugs, health and beauty aids, housewares, soft goods, books and magazines is being done by an employee of a rack jobber or service merchandiser in all or any of the retail food stores of an Employer within the geographical jurisdiction of the contract then, and in that event, an employee of a rack jobber or service merchandiser may continue to perform such work as aforesaid in all or any of the retail food stores of Employer within the geographical jurisdiction of the contract during the term of this Agreement.
3. Where, during the term of this Agreement, an Employer in the voluntary exercise of his independent discretion and business judgment undertakes to conduct the non food operations in all of his retail food stores within the geographical jurisdiction of this contract, either in its entirety or within one of the categories such as drugs, health and beauty aids, housewares, soft goods or books and magazines, either through his own warehouse or by drop shipment or truck delivery to his retail food stores, then, and in that event, the Employer agrees that in order to protect such then existing bargaining unit work, the work of stocking rearranging and displaying of said non food merchandise which he has elected to handle as aforesaid shall thereafter be performed only by members of the bargaining unit during the term of this Agreement and the Union

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agrees that the Employer shall be entitled to a non food classification for employees who spend their time exclusively in the aforesaid non food work in accordance with SECTION 8(f), NEW CLASSIFICATIONS. It is understood, however, that in building a new store or in substantially remodeling an existing store an employer may decide to construct a separate section designed solely for the operation of a major non food department. In such a case only, the Employer may avail himself of the terms of Section 8(f) New Classifications for the purpose of determining the minimum wages, hours and conditions applicable to employees assigned to work exclusively in said non food department. It is understood and agreed that nothing in this SECTION 1 (c) (3) contained shall be interpreted or construed to prevent any such employer from continuing to handle portions of his non food operations, or of a category thereof, in accordance with the provisions of SECTION 1 (b) (4) hereof and that this Sub-Section (c) (3) of SECTION 1 shall only be applicable to that portion of said non food operation or of a category or categories thereof which he may, in the voluntary exercise of his independent discretion and business judgment as aforesaid, undertake to handle himself in all of his retail food stores within the geographical jurisdiction of this contract during the term of this Agreement.

4. The provisions of Sub-Sections 1, 2, and 3, of this SECTION 1 (c) shall not be applicable in the following situations: (a) any Employer who is not a party to this Agreement; (b) any Employer who is not on the date of this Agreement engaged in the business of operating a retail food store within the geographical jurisdiction of this contract; (c) any Employer party to this agreement, who although operating a retail food store within the geographical jurisdiction of this contract, is not stocking, rearranging or displaying non food merchandise in his retail food stores either in whole or in part or within one or more of the categories such as drugs, health and beauty aids, housewares, soft goods, or books and magazines, and who elects to have non food merchandise or one or more of the categories thereof as aforesaid in his retail food store or stores shall after such election be governed by the general provisions of this SECTION 1 (C).

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(d) SUBCONTRACTING AND SUB-LEASING: It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, except for work which is exclusively inventory or janitorial (such as washing windows, washing or waxing floors and cleaning restrooms) work or work hereinabove excluded, no work covered by this Agreement, as defined in SECTION 1 (b) hereof, shall be performed under any sublease, subcontract, or other agreement unless the terms of said lease, contract, or other agreement specifically provide:

1. That all such work shall be performed only by members of the appropriate unit as defined in SECTION 1 (a) hereof; and

2. That the Employer, party hereto, shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement.

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It is recognized that if the terms of the Employer's lease, contract or other agreement obligates the lessee or other party, as the case may be, to pay the wages and observe the other terms and conditions of this Agreement, then the Union agrees that the sole and entire financial responsibility for meeting the costs of observance of this Agreement shall be upon said lessee or other party and not upon this Employer and that he shall be, and by these presents is, hereby released from any and all financial liability in connection therewith.

(e) STORE MANAGERS: None of the provisions of this Agreement need apply to one over-all supervisory store manager or to his work in each retail food store in which an owner is not actively engaged on the premises. It is recognized that the primary function of an over-all supervisory store manager is to manage, but he shall not be restricted as to the amount of non-supervisory work which he may perform in connection with or incidental to his primary function of managing.

(f) OWNERS: There shall be not more than two (2) Employers in any store or group of stores having common ownership. In partnerships, "employer" as used in this Sub-Section means only bona fide partners who own an interest in the assets, and in the profits of the partnership. In corporations, "employer" as used in this Sub-Section means only two (2) officers of the corporation who own capital stock of the corporation. No more than two (2) shareholders of a corporation, or more than two (2) bona fide partners shall be deemed or classified as an Employer within the meaning of this Agreement. Employers as thus defined may do such work as is necessary in the conduct of the business. All other persons performing work under the jurisdiction of the Union shall be members of the Union and shall be governed by the provisions of this Agreement.

(g) NEW OWNER: This Agreement shall be binding upon the successors and assigns of the parties hereto. During the life of this Agreement, the employee benefits provided for herein shall not be affected by the sale or transfer of the business providing the employee, or employees, are retained in employment by the new Employer for a period of more than sixty (60) days.

(h) SALESMEN: The Employer assumes a particular responsibility to require observance of this Agreement on the part of book-salesmen. The Employer shall give to one clerk on each shift written authorization to request any book-salesman performing work in violation of this Agreement to cease such work. If the book-salesman does not comply with such request, then the authorized clerk shall report the matter to the Employer or store manager, who shall then cause the book-salesman to cease such work. It is understood, however, that such observance need not be required for a total of six (6) days before, during and after the opening of a store, provided, however, that in no event shall any work be performed by said book-salesmen for more than three (3) days immediately following the store opening.

(i) **TRAVELING CLERKS:** It is agreed by the Employer and the Union that employees may be assigned to work in two or more different stores located in the geographical jurisdiction of two or more local unions. Each such employee shall be covered by all of the terms and conditions of the Agreement which is in effect in the area in which he works the major portion of his time. In the event that he does not work the major portion of his time in any one area, then the Employer shall designate the area agreement under which he is working and shall give written notice of the area so designated to the Union.

(j) **INDIVIDUAL AGREEMENTS:** The Employer agrees that no employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with said Employer concerning wages, hours of work and/or working conditions that provides less benefits than the terms and provisions of this Agreement.

(k) **ENFORCEMENT:** It is agreed between the Parties that in order to secure proper enforcement of Sub-Section (b) hereof, the Adjustment Board and/or Arbitrator provided for in SECTION 17 hereof shall have authority to provide an appropriate remedy for breach of contract (including damages) when it is found that the Employer has knowingly permitted persons not permitted to do so by the terms hereof to perform or to have performed work in violation hereof.

Section 2. UNION MEMBERSHIP

(a) **UNION SHOP:** Union membership shall be a condition of employment as in this section provided. After thirty (30) days of employment, or the effective date of this Agreement, whichever shall be later, each employee covered by this Agreement shall become and remain a member of the Union.

(b) **UNEMPLOYED LIST:** The Union agrees to maintain up to date lists of unemployed persons with an accurate record of their experience, if any, in the industry. Lists shall be maintained for each job classification covered by this Agreement.

(c) **REGISTRATIONS:** The Union agrees to accept registrations for employment upon each list so maintained, and to dispatch applicants for employment from said lists for vacancies or job openings with the Employer in accordance with his specification and this Agreement.

(d) **JOB OPENINGS:** The Employer agrees to notify the Union of vacancies or job openings covered by this Agreement and to give preference of employment to applicants with previous employment experience in the industry covered by this Agreement. The Union shall be allowed two (2) days, on which its office is open, to refer satisfactory applicants. The Union agrees that the Employer may employ persons from other sources when satisfactory applicants are not available from the lists maintained by the Union. It is understood in recruiting Apprentices and Student Clerks, there shall be no requirement to give job preference to applicants with prior experience.

(e) **UNION REFERRALS:** Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements, nor on age, sex, race, creed or color. The Employer shall retain the right to reject any job applicant referred by the Union provided such rejection is not in violation of this Agreement.

The parties agree to post in places where notices to employees and applicants for employment are customarily posted the provisions of this section.

(f) Disputes or disagreements arising out of this section shall be referred to the Adjustment Board and the Arbitration process as provided for in this Agreement.

(g) **OTHER HIRING:** Whenever new employees are hired for jobs covered by this Agreement, from sources other than the list maintained by the Union, the Employer shall:

1. Promptly notify the Union of such employment in writing, giving the date, place and job classification of the employment, and the name, address and telephone number of the new employee; and
2. Promptly advise the new employee of the terms and provisions of this Agreement and of his obligations hereunder; and
3. Direct the new employee to report to the Union within forty-eight (48) hours from the time of employment to be advised of the terms and provisions of this Agreement and of his obligations hereunder, and to complete necessary applications, forms and papers for qualification under the Health and Welfare, and Pension Plans provided by this Agreement.

(h) **NEW EMPLOYEES:** The provisions of this Agreement shall apply to the employment of any person covered by this Agreement, while such person is not a member of the Union.

(i) The parties will cooperate so that in the event the Employer is to retain any employee after thirty (30) days of employment, such employee shall have complied with his obligations hereunder to retain employment.

(j) **AGE LIMIT:** The Employer agrees that no person under the age of sixteen (16) years shall be permitted to perform work under the jurisdiction of the Union, except in cases individually agreed to between the Employer and the Union.

Section 3. DISCHARGES AND LAYOFFS

(a) The Employer shall not discharge or discriminate against an employee for upholding Union principles, for serving on a committee of the Union or any organization affiliated therewith, or for refusing to purchase stocks, bonds, securities, or any interest in the Employer's business should Employer be operating as an individual, firm, company, partnership, joint stock company or corporation.

(b) **TERMINATION:** Regular employees who work on three (3) days per week or more shall be given three (3) working days notice of dismissal or discharge, or the equivalent pay, except when such dismissal or discharge has been for cause such as insubordination, disorderly or improper conduct. Employees who work on two (2) days per week shall be given two (2) working days notice for discharge under like conditions. In all cases, the day on which such notice is given shall not be counted unless the notice is given before the day's work begins. (A regular employee is one who has been in the continuous employ of a single Employer for a period of ninety (90) days or longer.)

QUITTING: No member of the Union who has been employed ninety (90) days or longer shall quit his position without giving his Employer three (3) days' previous notice, except when such quitting of employment has been for cause.

In the event of the failure of an employee to give such notice, the Employer may deposit with the FOOD INDUSTRY LABOR SERVICE, INC., ROOM 811 FLOOD BUILDING, SAN FRANCISCO, CALIFORNIA 94102, from any pro rata vacation pay due to the employee, an amount equivalent to the employee's pay for the days of notice claimed not to have been given. In case of a dispute and the parties cannot agree this matter shall be submitted to the Labor Commissioner who shall determine how much, if any, of said deposit shall be paid over to the Employer as penalty for failure of the employee to give the required notice to the Employer.

(c) **WORK PERFORMANCE:** Employees shall perform their work in a workmanlike manner as directed by the Employer. Nothing contained in this Agreement shall limit the right of the Employer to discharge an employee for just cause.

Upon severance of employment of any employee, the Employer shall within 72 hours thereafter notify the Union of such resignation, lay-off or discharge. If discharge is for cause, the Employer agrees to submit the reasons therefor to the Union upon request.

(d) **SENIORITY:** In layoffs and rehiring, seniority shall govern when ability and performance are substantially equal; provided that before any employee having seniority shall be laid off or terminated on the ground that his ability or performance is not equal to that of junior employees, such senior employee shall be advised by the Employer and given a reasonable opportunity to improve his work.

(e) **WAGES DUE:** If an Employer discharges an employee, or if an employee quits, the total wages earned and unpaid at the time of such termination of employment are due and payable within seventy-two (72) hours.

When an Employer willfully fails to pay the total wages due his employee within the said seventy-two (72) hours, the wages of such employee shall continue as a penalty from the due date thereof at the same rate until paid but not to exceed thirty (30) days. The parties intend this paragraph to be a restatement of the provisions of the Labor Code of California and to be interpreted therewith.

(f) **CONTRACT VIOLATION:** When an employee willfully violates the provisions of this Agreement by working free time without the knowledge of the Employer, after a second written notice by the Union of this employee's repeated contract violation, the Employer agrees to discharge said employee within seven (7) days after receiving written notice of such violation.

(g) **POLYGRAPHS:** No Employer shall demand or require any applicant for employment or prospective employment or any employee to submit to or take a polygraph, lie detector or similar test or examination as a condition of employment or continued employment.

Section 4. GENERAL PROVISIONS

(a) **SAFETY RULES:** Safety rules pertaining to the conduct of employees shall be conspicuously posted by the Employer in his place of business, and the Employer shall maintain in his store, or other place of business, a fully equipped first aid kit.

(b) **MILITARY SERVICE:** The Employer agrees to comply with the terms of the Universal Military Training and Service Act, with reference to all provisions providing for the re-employment of persons entering Military Service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

(c) **BONDING:** Wherever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, premiums for the same shall be paid for by the Employer. No cash deposits, cash or real property bond, shall be required of any employee.

(d) **FLOOR COVERING:** Wood or suitable floor-covering shall be provided for on all concrete floors behind check stands.

(e) **UNIFORMS:** Where the Employer desires the wearing of a uniform and/or head covering, the Employer shall furnish the same without cost to the employee. The Employer shall also provide for the maintenance of such wearing apparel.

SPECIAL WEAR: It is also understood if an employee is required by the Employer to purchase or rent a special costume or unusual clothing not part of his existing wardrobe, the Employer shall reimburse the employee for any reasonable and necessary cost involved; or furnish the required costume or unusual clothing to the employee without cost for the period of time the requirement is in effect.

(f) **TOOLS AND EQUIPMENT:** The Employer shall furnish all the required equipment and tools necessary for the employment, without cost to the employee.

(g) **PAY DAY AND DEDUCTIONS:** Employees shall be paid at least once each week, within five (5) days after the termination of the week's work, and before his shift terminates on pay day. The Employer shall furnish each employee with a weekly wage statement showing his name, hours of work, overtime if any, total wages paid and list of deductions.

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(h) **BOARD AND ROOM:** When meals or lodging are furnished by the Employer, the parties agree that such meals or lodging are furnished for the Employer's convenience. No charge may be made for meals not eaten. "Meal" means an adequate well-balanced serving of a variety of wholesome, nutritious foods. "Lodging" means living accommodations which are adequate, decent and sanitary according to usual and customary standards. The employees shall not be required to share a bed nor shall there be more than two (2) to a room. Meals or lodging so furnished shall not be valued in excess of the following rates, or of rates set forth in the Industrial Welfare Commission's Minimum Wage Orders for the Mercantile Industry, whichever shall be greater.

Room — \$6.50 per week,
Meals — \$.85 each.

It is understood that the Union or the Employer may request renegotiation of this sub-section by serving a sixty (60) day written notice upon the other party prior to March 31st of any year. In the event that they are unable to agree upon a proper evaluation of board and room the question will be submitted to the adjustment and arbitration of disputes in accordance with this Agreement.

(i) **UNION BUSINESS:** Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, adjustment or arbitration board hearings or for other bona fide Union business. In all such instances the Employer shall be notified not less than three (3) days in advance of such absence and the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the Employer's business.

(j) **CLAIM LIMIT:** All wage claims submitted by the Union must be filed in writing with the Employer within thirty (30) days after the Union has knowledge of the facts and must be filed with the Union by an employee within one (1) year after the termination of his employment.

(k) **JOB INJURY:** When an employee is injured on the job and reports for medical care and it is certified that he is unable to continue work, he shall be paid the basic straight time rate of pay for the hours not worked on the day of injury.

(l) **PAYROLL DATA:** In the event the Union has information that the Employer has violated provisions of this Agreement relating to rates of pay or the payment of welfare, pension and sick leave contributions, the Employer agrees to supply the Union with the necessary payroll data.

(m) **JURY DUTY:** Employees required to perform jury duty shall receive their regular straight time pay during such jury duty less jury pay received. Notwithstanding the provisions of Section 6(a) the Employer may reschedule an employee performing jury duty during store operating hours so as to avoid or minimize payment of wages for such periods of jury duty.

(n) **TRANSFERS:** Any employee may refuse a transfer from the jurisdiction of this Local Union to another.

(o) **LEAVES OF ABSENCE:** Leaves of absence without loss of seniority shall be granted only with written approval of the Employer and he shall grant up to thirty (30) days leave for certified illness or injury.

(p) **PROMOTIONS:** In making promotions merit and ability will prevail.

(q) **RETURNED CHECKS:** Where the Employer has a posted or published check-cashing policy, the employees shall conduct themselves accordingly, and when an employee follows such policy, he shall not be held financially responsible for returned checks other than his own personal check, nor shall he be expected or required to locate the check-cashing customer.

(r) **UNION EMBLEM:** In consideration of the performance of this Agreement, the Union agrees to loan the Employer the necessary number of Union Store Cards for the period this contract shall be in force. Said cards are the property of and are issued by the Retail Clerks International Association.

Section 5. HOURS, OVERTIME AND SUNDAY PREMIUM PAY

PREAMBLE: In the event the application of the Federal Wage and Hour Law as applied to retailing conflicts with the intent of this Agreement, the Parties shall meet immediately to re-negotiate this Agreement in order to preserve the intended work week and the rates pertaining thereto.

(a) **BASIC WORK DAY AND WEEK:** Forty (40) hours, consisting of five (5) days of eight (8) hours each in a calendar week, Sunday through Saturday, shall constitute a week's work as provided in this entire section. Employees other than those scheduled to work six (6) days in a week shall receive two (2) days off, not necessarily consecutive, in each calendar week. A day's work shall consist of eight (8) hours within nine (9) consecutive hours with one (1) full uninterrupted hour off for a meal. Under special circumstances a one-half (1/2) hour lunch period may be arranged by agreement of the Employer, the Union and the employee involved.

(b) **OVERTIME RATES FOR DAYS IN CALENDAR WEEK AND HOLIDAY WEEKS:** Overtime at the rate of one and one-half (1 1/2) times the employee's straight-time rate shall be paid for all work performed in excess of eight (8) hours per day or on the sixth (6th) day worked in a calendar week or on the fifth (5th) and sixth (6th) day worked in a week containing one of the holidays named in Section 9 of this Agreement, not counting a holiday worked.

(c) **SUNDAY RATE OF PAY:** For all work performed on Sunday, except as provided in paragraphs (g) and (h) of this Section, the following rates shall be paid:

Managing Clerks	\$6.55 per hour
Head Clerks	5.55 per hour
Regular Clerks	5.18 per hour

Apprentice and Utility Clerks employed prior to October 25, 1964 shall receive the Sunday rate of pay provided for in the 1963 Food Agreement.

Apprentices hired on and after October 25, 1964 shall receive the Sunday rate as follows:

Apprentice Clerks, 4th 3 Mos.	4.66 per hour
Apprentice Clerks, 3rd 3 Mos.	4.14 per hour
Apprentice Clerks, 2nd 3 Mos.	3.63 per hour
Apprentice Clerks, 1st 3 Mos.	3.11 per hour

SEVENTH (7th) DAY DOUBLE TIME: Work performed on the seventh (7th) day worked in a calendar week shall be paid at double (2) the employee's straight time rate of pay.

(d) **OVERTIME RATE FOR MORE THAN FIVE (5) CONSECUTIVE DAYS:** All employees normally working a five (5) day workweek shall receive time and one-half for work performed after their fifth (5th) consecutive work day without reference to the calendar week until consecutive work days are broken by a day off, except when the schedule of an employee who has had or who is to have two (2) consecutive days off is changed in accordance with Section 6 (a) of this Agreement.

(e) **OVERTIME RATE FOR MORE THAN SIX (6) CONSECUTIVE DAYS:** All employees normally working a six (6) day workweek shall receive time and one-half ($1\frac{1}{2}$) for work performed after their sixth (6th) consecutive work day without reference to the calendar week until consecutive days are broken by a day off, except when their schedule is being changed in accordance with Section 6 (a) of this Agreement.

(f) **UNSCHEDULED WORK:** Work performed outside of an employee's scheduled eight (8) hour day of work shall be paid for at the overtime provisions in accordance with this Agreement.

(g) **SCHEDULED DAY OFF GUARANTEE AND OVERTIME RATE:** Employees called in to work on a scheduled day off and given shorter notice than that required by Section 6 (a) of this Agreement shall receive a minimum of eight (8) hours work or eight (8) hours pay on that day at the rate of two and one-half ($2\frac{1}{2}$) times the employee's regular straight-time rate if the day is Sunday, or at time and one-half ($1\frac{1}{2}$) if it is a day other than Sunday, but if such an employee works six (6) days during that calendar week, work performed on the scheduled day off shall be paid for at the regular rate for that day and that on the sixth (6th) day worked shall be paid for at the overtime rate.

(h) **OVERTIME SUNDAY PREMIUM RATE FOR THE SIXTH (6th) OR SEVENTH (7th) CONSECUTIVE DAYS:** The rate of pay for work performed on a Sunday which is a day worked in excess of five (5) consecutive days by a scheduled five (5) day employee shall be double the employee's regular straight time rate. For work performed in excess of six (6) consecutive days by a six (6) day employee shall be two and one-half ($2\frac{1}{2}$) times the employee's regular straight-time rate.

(i) **TOLERANCE PERIODS:** The integrity of the eight (8) hour day shall be preserved and all time worked shall be paid for, including appearances and legal proceedings at the request and in behalf of the Employer. Time records may show a tolerance not to exceed six (6) minutes prior to the beginning of the working day and not to exceed twelve (12) minutes immediately following the end of the working day.

Work shall not be performed during the Tolerance Periods at the beginning of the working day under any circumstances. Work may be performed during the Tolerance Periods at the end of the working day only in circumstances beyond the Employer's control and in completing service to a customer which commenced prior to the end of the working day. If the Tolerance Period is not exceeded, the time required for such work shall not be considered overtime. Work beyond the twelve (12) minute Tolerance Period at the end of the working day shall require payment for all time worked from the end of said working day.

Section 6. WORK SCHEDULE AND PREMIUM RATES

(a) **POSTING OF WORK SCHEDULES:** The Employer agrees to post a weekly schedule of working hours specifying the starting and finishing times, meal periods and days off, and this schedule shall continue in effect until a new one is posted. A twenty-four (24) hour notice of any change in such schedule, other than meal period, shall be given by the Employer, except that in the case of a change in a day off, at least five (5) days advance notice shall be posted.

POSTING NOTICE: The five (5) days notice to an employee referred to above shall mean notice prior to his meal period on the fifth (5th) day before the day off which is to be changed. In any event, work schedules must be posted by Friday at 12 Noon of the week preceding the week in which such schedules are to be effective.

(b) **SHIFT INTERVAL:** At least ten (10) hours shall elapse between the termination of the shift of any employee and the commencement of his next shift.

FULL DAY OFF: The Employer looks with disfavor on unorthodox scheduling practices, such as those which require five (5) day employees to work some part of seven (7) calendar days within their work week and the Employer agrees to discourage such practices.

(c) **SCHEDULED TO WORK A HOLIDAY:** Any employee normally scheduled to work five (5) days who is temporarily re-scheduled to work on a holiday shall be permitted to work his normal number of working days that week.

(d) **HOLIDAY EVE:** No employee shall be permitted to work after 7 P.M. on Christmas Eve and New Year's Eve.

(e) **MEAL PERIOD:** Each employee shall be released from work for his meal period within five (5) hours of the time of his reporting for work. Any employee who works in excess of five (5) hours without a meal period shall receive overtime compensation for all such work performed in excess of five (5) hours.

(f) **RELIEF:** The Employer shall authorize and permit women employees to take relief periods which, insofar as practicable, shall be in the middle of each work period. The authorized relief period shall be at the rate of ten (10) minutes per four (4) hours of work. No employee shall be denied the right to necessary or required relief.

Any practice or direction which restricts any male employee's necessary relief to a total of less time than that set forth for women in the California State Industrial Welfare Commission's orders shall be a violation of this Agreement.

(g) **DAILY GUARANTEE:** Any full time employee (one who is normally scheduled to work forty (40) hours or more per week) who is ordered to report for work shall be guaranteed not less than eight (8) hours' work. Any part-time employee who is ordered to report for work shall be guaranteed not less than four (4) hours' work. Bona fide students, who, by reason of attending scheduled classes, may not work four (4) hours, may be individually excepted from this provision by agreement of the Employer, the Union and the employee involved.

(h) **SHORT HOUR PREMIUM:** A premium of ten (10) cents per hour will be paid to all employees who are hired or scheduled to work less than forty (40) hours' work in any calendar week.

(i) **EMPLOYEES ON LAST SHIFT:** All employees required to do clean-up work or to serve customers after store closing time shall be scheduled to start their work at least fifteen (15) minutes after their shift has started.

(j) **NIGHT PREMIUM:** All employees shall receive extra compensation in addition to the regular scale herein set forth of fifty (50) cents per hour for all work performed between the hours of 7 P.M. and 7 A.M. up to a maximum of two dollars (\$2) per shift.

(k) **PREMIUM DAY:** Employees working any hours on a Sunday or a holiday shall be paid the premium pay as provided for in this Agreement for the hours worked between 12:01 A.M. and 12:00 Midnight on that day.

(l) **PROHIBITION OF OVERTIME:** It is further agreed that no employee shall be required to work in excess of eight (8) hours on any premium day.

(m) **SEPARATE EMPLOYERS:** Any employee who works for another Employer in the retail food or liquor industry, on his day or days off shall be paid therefor at straight time, overtime, or premium rates calculated as though he had worked that week for a single Employer. It is understood that if the employee is properly shown on the schedule, the overtime rates shall not be in effect until after the Union notifies the Employer that the employee in question is an employee of another Employer in the industry.

Section 7. WAGES

(a) Notwithstanding any schedule of minimum wages, employees now receiving a higher wage than that indicated in said schedule for the particular classification of work performed shall not have their wages reduced due to the signing and effect of this Agreement.

(b) The following minimum scale of wages shall be paid:

EFFECTIVE SUNDAY, MARCH 29, 1964

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half
Managing Clerks	\$150.90	\$3.7725	\$5.6588
Produce Buyer	143.40	3.585	5.3775
Head Clerks	130.90	3.2725	4.9088
Regular Clerks:			
12 Mos. Exp. (2080 hrs.)	123.40	3.085	4.6275

APPRENTICE AND UTILITY CLERKS: Apprentices employed prior to October 25, 1964 shall receive an increase of thirteen and one-half (13 1/2) cents per hour retroactive to Sunday, March 29, 1964 and continue on the progression steps with said increase being added to each step provided for in the 1963 Food Agreement.

Utility Clerks employed prior to October 25, 1964 shall receive an increase of thirteen and one-half (13 1/2) cents per hour and said increase shall be retroactive to Sunday, March 29, 1964.

Apprentices and Student Clerks hired on and after October 25, 1964 shall receive the following rates:

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half
Apprentice Clerks:			
4th 3 Mos. Exp. (1560 hrs.)	111.06	2.775	4.1625
3rd 3 Mos. Exp. (1040 hrs.)	98.72	2.47	3.705
2nd 3 Mos. Exp. (520 hrs.)	86.38	2.16	3.24
1st 3 Mos. Exp. (Up to 520 hrs.)	74.04	1.85	2.775
Student Clerks:			
Start		1.80	2.70
After 20 Calendar Weeks Work		1.85	2.775

EFFECTIVE SUNDAY, APRIL 4, 1965

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half
Managing Clerks	\$154.90	\$3.8725	\$5.5088
Produce Buyer	147.40	3.685	5.5275
Head Clerks	134.90	3.3725	5.0588
Regular Clerks:			
12 Mos. Exp. (2080 hrs.)	127.40	3.185	4.7775

APPRENTICE AND UTILITY CLERKS: Apprentices employed prior to October 25, 1964 shall receive an increase of ten (10) cents per hour effective Sunday, April 4, 1965 and continue on the progression steps with said increase being added to each step provided for in the 1963 Food Agreement.

Utility Clerks employed prior to October 25, 1964 shall receive an increase of ten (10) cents per hour effective Sunday, April 4, 1965.

Apprentices and Student Clerks hired on and after October 25, 1964 shall receive the following rates.

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half
Apprentice Clerks:			
4th 3 Mos. Exp. (1560 hrs.)	114.66	2.865	4.2975
3rd 3 Mos. Exp. (1040 hrs.)	101.92	2.55	3.825
2nd 3 Mos. Exp. (520 hrs.)	89.18	2.23	3.345
1st 3 Mos. Exp. (Up to 520 hrs.)	76.44	1.91	2.865
Student Clerks:			
Start		1.85	2.775
After 20 Calendar Weeks Work		1.90	2.85

EFFECTIVE SUNDAY, APRIL 3, 1966

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half
Managing Clerks	\$158.90	\$3.9725	\$5.9588
Produce Buyer	151.40	3.785	5.6775
Head Clerks	138.90	3.4725	5.2088
Regular Clerks:			
12 Mos. Exp. (2080 hrs.)	131.40	3.285	4.9275

APPRENTICE AND UTILITY CLERKS: Apprentices employed prior to October 25, 1964 shall receive an increase of ten (10) cents per hour effective Sunday, April 3, 1966 and continue on the progression steps with said increase being added to each step provided for in the 1963 Food Agreement.

Utility Clerks employed prior to October 25, 1964 shall receive an increase of ten (10) cents per hour effective Sunday, April 3, 1966.

Apprentices and student clerks hired on and after October 25, 1964 shall receive the following rates:

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half
Apprentice Clerks:			
4th 3 Mos. Exp. (1560 hrs.)	118.26	2.955	4.4325
3rd 3 Mos. Exp. (1040 hrs.)	105.12	2.63	3.945
2nd 3 Mos. Exp. (520 hrs.)	91.98	2.30	3.45
1st 3 Mos. Exp. (Up to 520 hrs.)	78.84	1.97	2.955
Student Clerks:			
Start		1.90	2.85
After 20 Calendar Weeks Work		1.95	2.925

Section 8. CLASSIFICATION OF EMPLOYEES

(a) For the purpose of this Agreement, the classification of employees is hereby defined as follows:

1. **MANAGING CLERKS:** Every store shall have a managing clerk at all times unless the Employer, or a Supervisor within the meaning of the Taft-Hartley Law, is actively engaged on the premises performing the work of the managing clerk. A managing clerk is an employee who has charge of and general supervision over, not more than one store, or attends to and is responsible for the proper collection of the cash and receipts, or the ordering of merchandise at the said store.

In the event the Employer or Supervisor is absent from the store for one or more eight (8) hour days in a week a clerk shall receive the wage scale of a managing clerk for said work.

2. **PRODUCE BUYER:** This classification shall apply to an employee who regularly goes to the Wholesale Market to buy produce.
3. **HEAD CLERKS:** A Head Clerk is a non-supervisory employee who in addition to his duties of Clerk in the course and scope of his employment, performs one or more of the following:
 - A. Acts as a buyer;
 - B. Is engaged the major part of the time in the receiving department of the Employer's establishment and is in charge of and responsible for the receiving of merchandise;
 - C. Supervises the conduct of the store in the absence of the managing clerk or the owner;
 - D. Is responsible for the opening or closing of a store;
 - E. Acts as a Produce Buyer, or is assigned responsibility by the Employer for the profitable operation of a produce section or department;

A Regular Clerk who is held responsible for the duties of a Head Clerk shall be paid the Head Clerk's rate for such work.

In every store having three or more fulltime employees, where one or more of the employees perform the duties of Head Clerk, as a regular part of their employment, the Employer shall designate at least one of said employees to act as Head Clerk; provided, however, that the Employer may combine and rearrange the duties performed by his employees in order to minimize the number of Head Clerks required.

4. **REGULAR CLERKS:** A regular clerk is an employee who has had more than twelve (12) months' experience in the retail food industry.

PREVIOUS EXPERIENCE: If a Journeyman employee has been out of the industry between five and ten years, he will be allowed to start at the 3rd Apprentice Clerk rate of pay.

If a Journeyman employee has been out of the industry ten or more years, he will be allowed to start at the 2nd Apprentice Clerk rate of pay.

If a person has been out of the Industry for five (5) years or more, who has not reached journeyman status, he will be allowed to start at the 1st Apprentice Clerk rate of pay.

5. **APPRENTICE CLERKS:** An Apprentice Clerk is an employee who has had less than twelve (12) months' experience in a food store under any of the above classifications, irrespective of where such experience may have been had. An Apprentice Clerk may perform the duties of any classification except managing clerk or head clerk.

APPRENTICE RATIO: The ratio of Apprentices shall not exceed one Apprentice for each four (4) full-time experienced clerks employed in any store; provided that any Employer employing one but less than four (4) full-time experienced clerks shall be entitled to one apprentice. This same ratio shall apply to all Sunday and Holiday work assignments.

TRAINING: It shall be understood that Apprentices shall be guaranteed full training within the year including thirteen (13) weeks work at the check stand and at least thirteen (13) weeks work in shelf stocking assignments.

6. **STUDENT CLERKS:** A student Clerk may be employed on the following basis only:

- A. A Student Clerk is hereby defined as a person who is enrolled in high school or college, and as such is a regular member of the Union or has applied for membership into the Union in compliance with the provisions of this Agreement; provided this shall not apply to any person enrolled in an adult education program.

He shall be sixteen (16) years of age or over and shall have complied with all the rules and regulations of the Board of Education in regard to minors securing permits to work.

- B. Student Clerks may be employed on a ratio of one for each four (4) full-time clerks on the payroll of the Employer. The employment of a Student Clerk shall not cause the replacement of a regular full-time or part-time clerk, or apprentices, nor shall it cause a reduction in the number of hours of work of regular clerks or apprentices.

- C. A Student Clerk may only be employed for the hours and days stated below:

No Student Clerk may be employed for more than twenty (20) hours per week from September 16th through June 14th.

No Student Clerk may be employed for more than twenty-four (24) hours per week from June 15th through September 15th.

No Student Clerk may work on Sundays, holidays or when the store is closed to the public.

A Student Clerk working in violation of this provision on Sundays or holidays shall be paid for eight hours at two and one-half (2½) times the Clerk's rate for any such Sunday work, and for eight hours at three and one-half (3½) times the Clerk's rate for any such holiday work.

A Student Clerk may be employed for a parking stall ratio as follows: One (1) for over 40 stalls, two (2) for over 85 stalls, three (3) for over 125 stalls.

A Student Clerk shall receive extra compensation in addition to the regular scale herein set forth of twenty-five (25) cents per hour for all work performed between the hours of 7 P.M. and 7 A.M., in lieu of night premium in 6(i).

A Student Clerk who is ordered to report for work shall be guaranteed not less than two (2) hours' work except on Saturday when he shall be guaranteed not less than four (4) hours' work.

The short hour premium shall not apply to Student Clerks.

- D. When a student clerk is transferred or reclassified into the apprentice program provided for hereinabove, the said employee shall receive credit for any past service up to 1,560 hours.
- E. Student Clerks shall wear an identification badge supplied by the Union upon their person at all times. Failure to wear this badge may be considered a violation of this Section.
- F. In addition to the provisions of Subsection (c) as to work on Sundays and Holidays, the Union may submit to the Employer a written warning of any other violation of this Section. In the event of a second such violation in the same store, the Union shall have the right to restrict or suspend the use of Student Clerks in said store.

(b) **LIMITED CLERK:** Any employee whose earning capacity is limited because of a physical or mental handicap, or other infirmity, may be employed on suitable work at a wage agreeable to the Employer, employee and Union.

(c) **TRAVEL ALLOWANCE:** An employee who is hired to work on a full time basis in one store, who is temporarily assigned to relief work in another store, shall be entitled to reimbursement for the following travel expenses:

- 1. Mileage, at 8¢ per mile, for the extra travel resulting from such assignment (or established bus or taxi fare if so designated by the Employer);
- 2. Reasonable allowance for board and lodging, not to exceed \$8.50 per day, when required to stay away from home overnight; and
- 3. Necessary out-of-pocket expenses such as bridge tolls and parking fees.

The above provisions shall not apply to an employee who is hired for or regularly assigned to relief work or to work in different stores on different days of the week.

(d) **TRANSPORTATION:** Any employee who is required by the Employer to perform his or her regular duties in more than one store in any day, shall be reimbursed for necessary out-of-pocket and mileage expenses, as provided in Section 8(c) (1) and (3) above. No such transfer shall be made in a manner to interfere with the lunch hour of the employee so transferred, and all time consumed in travel from one store to another shall constitute a part of the regular day's work of the employee.

(e) **TWO CLASSIFICATIONS:** The Employer may require any employee to do work within the duties of any classification, in which event such employee shall be classified and paid under that classification which pays the highest wage during the day or week he performs such higher classified work, except that where any employee of a higher classification is relieved for a meal period; and provided, further, that the mere occasional or incidental performance of the duties of a higher classification shall not be construed as entitling the employee to the pay of the higher classification.

(f) **NEW CLASSIFICATIONS:** In the event the Employer notifies the Union that he has created a new classification or department within the jurisdiction of the Union, then the Union and the Employer will meet to determine the minimum wages, hours and conditions to apply to employees employed in such new classification or department. In the event they cannot agree upon the minimum rates, hours of work or other conditions, such matters shall be determined by Arbitration pursuant to the terms of this Agreement. It is agreed that the factors controlling any such determination either by the Parties or in Arbitration shall be the rates of pay, hours of work or other conditions generally prevailing in the area for comparable work in that industry. Jobs as to which no notification to the Union is given as herein provided shall continue to be covered by all of the terms and conditions of this Agreement unless and until such notice is given.

Prior to the time the minimum wage rates and conditions for the new classifications covered by notification to the Union are established by Agreement of the parties or by arbitration, the employees involved shall be paid wages as determined by the Employer, but any minimum wage rates and conditions agreed to by the parties or determined by arbitration shall be retroactive to the time the new job classification, concession or department commenced operations.

(g) **DEMONSTRATORS:** All work connected with or incidental to the demonstration of merchandise offered for sale in the Employer's retail store (except merchandise referred to in Section 1 (b) hereof as being excluded from this Agreement) shall be covered by this Agreement, and all such work shall be performed only by members of the appropriate unit as defined in Section 1 (a) hereof. No Demonstrator may perform such work in the Employer's retail store unless said Demonstrator is on the payroll of the Employer, party hereto or a licensee of said Employer, and unless the Employer at all time holds and exercises full control of the terms and conditions of employment of any such Demonstrators while such work is being performed in the Employer's retail store. Demonstrators shall be covered by all the terms of this Agreement. All employees classified as Demonstrators as of October 25, 1964 shall be paid on the basis of the Regular Clerk's rate of pay.

Section 9. HOLIDAYS

(a) The following days shall be recognized as paid holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

- 1. **NO WORK:** No employee shall be permitted to work on any of the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

2. WORK: In the event that employees shall be obligated to work on any of the following holidays, they shall be paid at the rate of double their regular rate of pay in addition to the normal holiday pay: Washington's Birthday, Memorial Day and Veterans Day.

3. VIOLATIONS: In the event any Employer violates this provision by allowing anyone to work in the store on any of the above holidays, the Union will be allowed to place pickets at that store as soon as possible and allow them to continue their activities for a maximum of three (3) days following each violation.

4. SUNDAY: Whenever any of the holidays mentioned in this Agreement fall on Sunday, they shall be observed on the following Monday.

5. PART-TIME EMPLOYEES: Holiday pay for employees who work less than forty (40) hours shall be based on twenty per cent (20%) of the employee's average hours worked per week in the six (6) weeks immediately preceding the holiday or the number of weeks worked if less than six (6), except that in computing pay for the New Year's holiday the same period of time used in computing pay for the Christmas holiday shall be used.

6. NEW EMPLOYEE: A new employee who is hired in a holiday week to work more than sixteen (16) hours that week, whose employment commences on the day before or the day following the holiday or who works four (4) days in a holiday week shall also receive holiday pay. It is understood that no employee shall receive holiday pay from more than one Employer for the same holiday.

(b) HOLIDAY WEEK: There shall be no reduction in pay for holidays off. The said holidays shall be granted to the employees as days off in addition to their regular days off. Four (4) days, excluding the holiday, shall constitute a week's work for all employees in weeks within which the foregoing holidays occur.

(c) OTHER HOLIDAY OBSERVANCE: Where the Employer closes his store to the public on any day of special religious significance, or on any legal holiday other than those listed in 9(a) above, it is understood that he shall reschedule his regular full-time employees to work their normal number of working hours that week.

Section 10. VACATIONS

(a) All employees who work on two (2) days or more per week who have been in the service of the Employer for one (1) year, twelve (12) consecutive months, shall be granted a minimum of two (2) weeks vacation annually with pay. Such employees who have been in the service of the Employer for five (5) years or more shall receive three (3) weeks vacation annually with pay. Such employees who have been in the service of the Employer for fifteen (15) years or more shall receive four (4) weeks vacation annually with pay.

CONTINUITY: All loss from employment because of reasonable absence from work through sickness or other emergencies, or temporary lay-off, not exceeding thirty (30) calendar days, shall be considered as time worked for the purpose of determining the length of employment.

PAY AND SPECIAL PROVISIONS: Vacation for all employees shall be computed by dividing the employee's gross earnings (excluding bonuses) during the 52 weeks immediately preceding the anniversary date of his employment by 52. In computing a week of vacation pay for an employee's second or subsequent years of continuous service up to four (4) calendar weeks in which the employee had no earnings due to certified illness or injury or certified death or critical illness or injury in the immediate family, shall be eliminated from the computation, and the divisor of fifty-two (52) shall be accordingly reduced to 51, 50, 49, or 48, as the case may be. This same formula, reduced proportionally, shall be used to determine the prorated vacation pay due an employee whose employment is terminated after the first or any subsequent anniversary date of his employment.

SENIORITY PREFERENCE: Senior employees shall be entitled to preference in choice of vacation periods by seniority within each classification.

SCHEDULE: The Employer agrees to post the available vacation dates for each classification by April 1st of each year so the employees will be better able to select their vacation periods.

VARIATION: Notwithstanding the provisions of subsection (d) herein the employees entitled to three (3) or four (4) week vacations shall be allowed to take them in one or two periods such as: two-two week periods; two week and one week periods; three week and one week periods; provided such vacation schedule shall be approved by the Employer, the employee involved and the Union.

(b) PERIOD: Vacation periods shall be granted between April 1 and October 1 of each year, or at other times if mutually agreeable to the Employer and employees affected, but in all cases at least ten (10) days notice of the date of vacation shall be given each employee. When a holiday falls during an employee's paid vacation, such employee shall receive an additional day's vacation with full pay.

(c) PRO-RATA: Any employee who is discharged, laid-off, or who resigns after three (3) months or more of employment shall receive vacation wages prorated on the basis of the period worked at the time of said interruption or termination of employment.

(d) CONTINUOUS: All vacations shall be taken in one continuous period. All employees entitled to a vacation shall receive their vacation pay allowance in advance immediately preceding the employee's vacation. Employees, at their option, shall be entitled to an additional week's vacation without pay; in all such cases, however, the employee shall give the Employer at least ten (10) days' notice prior to leaving for the paid vacation.

Section 11. STORE MEETINGS AND CHARITABLE DRIVES

(a) Time spent in store meetings or in meetings called by the Employer before the commencement of the day's work or after the day's work, shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement.

(b) All employee contributions to charity shall be voluntary.

Section 12. HEALTH AND WELFARE

(a) **EMPLOYER ACCEPTANCE:** The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated December 31, 1959, providing for the Northern California Retail Clerks Unions-Employers Welfare Fund as the same may be applicable to the Welfare Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(b) **EMPLOYER CONTRIBUTIONS:** The Employer shall contribute to the Trust provided for in (a) hereof an amount per hour which is required to maintain in effect for employees and their dependents and pensioners the health and welfare benefits, including those hereafter specifically provided for, as established by the Trustees. Except as hereinafter specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer.

Effective with the month _____, 19____ such contributions shall be made on all hours worked, including all hours compensated such as vacations and holidays, by all employees covered by the collective Bargaining Agreement between the Parties hereto. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

(c) **BENEFITS:** The base benefit plan in effect as of January 1, 1964 under the aforesaid Declaration of Trust is that outlined in the booklet titled "Handbook of Benefits," revised 5/64, which includes the Prescription Drug, Dental Care and the Sick Leave Plans, and as supplemented as hereinafter provided in subsection (d) hereof shall become a part of this Agreement, and each Employer party hereto shall be obligated to maintain said benefits for all eligible employees, their dependents and pensioners.

(d) **NEW BENEFITS:** It is agreed between the parties hereto that effective January 1, 1965, the Welfare Plan referred to herein shall be supplemented in the following respects:

1. The 1957 Surgical Relative Value Schedule presently set forth in the Plan shall be updated to and replaced by the 1960 Relative Value Schedule;
2. Major Medical Expense benefits will be integrated with base plan benefits and increased to a maximum aggregate amount of \$10,000 and coverage will be extended to dependents of eligible employees.

Section 13. VISITS TO STORES

It is agreed by both parties hereto that the business representatives of the Union shall have the right and shall be allowed by the Employer to visit any and all stores and shall have free access to the employees during such visits for the purpose of making inquiries from the employees relative to information concerning working conditions, complaints of members of the Union, and other matters pertaining to the enforcement of this Agreement, provided said investigation may be accomplished without interfering with the duties of the employees.

Section 14. SUSPENSION OF UNION MEMBERS

When any member of the Union is suspended from the Union, the Employer shall, and hereby agrees to discharge said suspended member within seven (7) days after receiving due notice, provided such suspension has been made for failure of the member to tender the periodic dues uniformly required as a condition of maintaining membership in the union.

Section 15. STRIKE OR LOCKOUT

(a) Refusal of an employee covered by the terms of this Agreement to pass through any picket line which has been sanctioned by the Central Labor Council of proper jurisdiction shall not constitute a violation of this Agreement.

(b) During the life of this Agreement the Union and the Employer agree not to engage in any strike or lockout as long as the other party has not repeated an act held by an adjustment board or arbitrator to be a violation of this Agreement or the other party is not in undisputed violation of a provision of the Agreement where no question of interpretation is involved.

Section 16. SICK LEAVE

(a) **EMPLOYER ACCEPTANCE:** The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated December 31, 1959, providing for the Northern California Retail Clerks Union-Employers Welfare Fund and Sick Leave Fund as the same may be applicable to the Sick Leave Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(b) **EMPLOYER CONTRIBUTIONS:** The Employer shall contribute to the Trust provided for in (a) hereof an amount per hour which is required to maintain in effect for employees the benefits of the Sick Leave Plan hereinafter specified. Except as hereinafter specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer.

Effective with the month of _____, 19____ such contributions shall be made on all hours worked, including all hours compensated such as vacations and holidays, by all employees covered by the collective Bargaining Agreement between the Parties hereto. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

(c) **BENEFITS:** All employees covered by this Agreement who have been employed for a period of six (6) months shall be entitled to six (6) half-days' sick leave with pay. Unused Sick Leave shall accrue at the rate of six (6) half days each six (6) months, not to exceed a maximum of sixty (60) half days. The Sick Leave Plan is further set forth in the booklet titled "Handbook of Benefits," revised 5/64.

(d) **MOBILITY:** If an employee leaves employment with an Employer in the area covered by the Sick Leave Plan established herein and secures employment with another such Employer, said Employee shall retain his Sick Leave credits accrued by reason of his prior employment.

(e) **PAYMENT:** A Doctor's certificate stating that the employee cannot or should not work shall be required by the Fund unless the employee is sent home by the Employer. Said Sick Leave is to commence after the first work day's absence due to sickness or injury except that where the employee has been hospitalized, sent home by the Employer, or supplies the Doctor's certificate stating he cannot or should not work, Sick Leave shall commence on the first day's absence from work and shall be paid for all full time clerks and part time clerks at the rate of one-half (1/2) day's pay per day until such Sick Benefit Allowance is used up. Such employees may elect full day's payment from accumulated half day pay credits for the first week of illness.

(f) **INTEGRATION:** If an employee is collecting unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, and such unemployment compensation disability benefits, or workmen's compensation temporary disability benefits, or both, are less than a full day's payment of the sick leave benefits provided herein, such employee shall only receive sick leave benefits in addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient to equal a full day's payment.

(g) **HALF-PAY DEFINED:** For the purpose of this Paragraph, half-pay shall mean four (4) hours' pay at the employee's regular classification rate for those days which the employee would have worked, had the disability not occurred, calculated at straight time. The waiting period herein provided, before half-pay commences, shall apply for each illness, in case the sick benefit allowance has not been used up in previous illnesses.

(h) **PRO RATA:** Sick leave shall be paid to all part-time employees on the basis set forth on a pro rata of total hours worked during the year preceding the anniversary date as a ratio of 2080 hours, but can accumulate only for a maximum of five (5) years.

(i) **NOT CONVERTIBLE:** Sick leave benefits are not convertible to cash.

Section 17. PENSIONS

(a) **EMPLOYER ACCEPTANCE:** The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated April 1, 1957, providing for the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund as the same may be applicable to the Pension Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(b) **EMPLOYER CONTRIBUTIONS:** The Employer shall contribute to the Trust provided for in (a) hereof an amount per hour which is required to maintain in effect for employees the Joint Pension in effect as of January 1, 1964 including those hereafter specifically provided for, as established by the Trustees. Except as hereinafter specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer.

Effective with the month _____, 19____ such contributions shall be made on all hours worked, including all hours compensated such as vacations and holidays by all employees covered by the collective Bargaining Agreement between the Parties hereto. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

If the Trustees find, on the basis of the annual actuarial study, that the Employer contributions are insufficient for the payment of the benefits and sound funding of the Plan, they shall determine the amount of the Employer contribution necessary for such purposes. For hours worked during the month immediately following the month in which such determination is made by the Trustees, and thereafter, for the remainder of this contract term, the Employer shall pay the increased contribution so determined.

(c) **PROMPT PAYMENT:** The parties recognize and acknowledge that the regular and prompt payment of employer contributions to the Fund is essential to the maintenance of the pension plan, and inasmuch as beneficiaries under the plan are entitled to pension benefits for the period of time that they may have worked while covered by the plan even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical to fix the actual expense and damage to the fund and to the pension plan which would result from the failure of an individual employer to pay such monthly contributions in full within the time above provided; therefore, the amount of damage to the fund and pension plan resulting from any such failure shall be presumed to be the sum of \$20.00 per delinquency, or 10% of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of \$100.00 per delinquency, which amount shall become due and payable to the fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in addition to said delinquent contribution or contributions.

(d) **B.L.S. INDEX ADJUSTMENT:** It is agreed between the parties hereto that the existing Pension Plan should be amended effective April 1, 1962 so that Pension benefits payable to present Pensioners and future retirees shall be adjusted to meet changes in the B.L.S. Consumers Price Index, such changes to be measured from the November 1958 index.

(e) **OTHER PLANS:** The Employer retains the exclusive right to alter, amend, cancel, or terminate any presently existing company-sponsored pension plan or employee-retirement plan which existed prior to the establishment of the newly negotiated pension fund, provided that the effective date of such alteration, amendment, cancellation, or termination shall not occur prior to the acceptance of this plan.

(f) **REGULATIONS:** The Trust and the benefits to be provided from the Pension Trust Fund hereinabove referred to and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension Plan shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable State or federal laws and regulations.

(g) **BUSINESS EXPENSE:** It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable State revenue or tax laws.

(h) **LIMITATION:** The liability of the Employer shall be limited to the payment of the contribution required by the terms of this Agreement.

(i) **NEW BENEFITS:** It is agreed that the Pension Plan shall be amended in the following respects effective January 1, 1965:

1. The monthly normal retirement benefit shall be \$3.34 per full year of credited service for the first ten years of such service, plus \$5.83 per full year of credited service for each year after the tenth year up to a maximum of \$150. The change in the normal monthly benefit shall apply to the following employees:

- A. All employees who retired on or after January 1, 1964 and who are alive on January 1, 1965;
- B. All other employees whose service has not been terminated on or before January 1, 1965.

2. A Disability Pension shall be provided for employees who meet all the following requirements:

- A. Service has not been terminated on or before January 1, 1965;
- B. Ten or more years of credited service have been earned;
- C. Eligibility for Social Security disability benefits is established on or after January 1, 1965.

The monthly disability pension shall be the monthly normal retirement benefit accrued to the date on which the employee first becomes eligible for social security disability benefits and his Disability Pension shall commence on such date.

Section 18. ADJUSTMENT AND ARBITRATION OF DISPUTES

(a) Should a controversy, dispute or disagreement arise during the period of this Agreement, there shall be no cessation or stoppage of work or lock-out pending settlement of such controversy, dispute or disagreement, pursuant to the procedure herein set forth. All such differences, including cases where the Union feels that an employee has been unjustly discharged, which cannot be settled within five (5) days, shall be submitted to the Board of Adjustment to be constituted forthwith and appointed as follows:

1. Two (2) members shall be appointed by the Employer involved and two (2) shall be appointed by the Union. In the event a majority of these appointees do not agree upon a settlement within five (5) days after their appointment they shall within three (3) days thereafter mutually select a neutral chairman who shall be disinterested and not a member of the Union or engaged in the same line of business as the Employer, and these five (5) shall constitute a Board of Arbitration, and shall render a majority decision that shall be binding and conclusive upon all parties concerned. In the event that a neutral chairman cannot be mutually agreed upon within the said three (3) days, then the United States Mediation and Conciliation Service shall be requested to submit a panel from whom the parties shall select a neutral chairman.
2. The members of the committee representing the Union and the Employer, if compensated, shall be paid by representative principals. Any other expenses incurred as a result of arbitration shall be borne one-half by the Union and one-half by the Employer.
3. It is not within the official capacity of any established Adjustment Board to carry any action or matter submitted to it to any legal authority, or otherwise incur any financial obligation, without first having secured authorization in writing to do so from both the Employer and the Union.

(b) Pending the decision of any question referred to the Adjustment Board, the conditions in effect prior to the date that the dispute arose shall continue in effect pending the decision of the Adjustment Board; provided, however, that if the time limitations hereinabove set forth for considering and submitting disputes to the Adjustment Board and to Arbitrations are not reasonably adhered to and a particular dispute is not settled by adjustment or arbitration as provided herein, then the party injured by such failure shall be free to take any steps deemed necessary to enforce its right under this Agreement after ten (10) days' notice in writing of intention to take such action.

(c) Unless otherwise provided by a submission agreement, the powers of the arbitrator shall be limited to interpretation and enforcement of this Agreement.

Section 19. PERIOD OF THE AGREEMENT

(a) This Agreement shall be in full force and effect until and including the 31st day of March, 1967, subject to written notice by either of the parties to the other sixty (60) days prior to the anniversary date of a desire to reopen this Agreement. A copy of the proposed changes in the conditions shall be given to the other party not later than thirty (30) days after the date of notification to re-open the above conditions.

In the event that notice to amend this Agreement is not served by either party sixty (60) days prior to the expiration date of this Agreement, and changes submitted in accordance with the thirty (30) days provision

mentioned above, this Agreement shall be deemed to be renewed from year to year thereafter, subject to sixty (60) days' written notice prior to the 31st day of March of each year of a desire to amend this Agreement.

(b) Upon a final order of the National Labor Relations Board ordering an election pursuant to a determination that this Agreement does not constitute a bar to the filing of a representation petition, de-authorization petition, or de-certification petition covering the employees under this Agreement the Union or the Employer may terminate or require re-negotiation of this Agreement, or any portion thereof, by giving the other Party thirty (30) days' notice in writing thereof.

IN WITNESS WHEREOF, THE PARTIES have hereunto set their hands the day and year first hereinabove written.

RETAIL STORE EMPLOYEES UNION,
LOCAL No. 428, AFL-CIO

By

By

By

.....
Firm Name

.....
Address

.....
City

By

By

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JUL 14 1965 *un*U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D.C.
June 15, 1965

Mr. James P. McLaughlin, Secretary
Retail Clerks International Association
Local #428
Room 347 - Security Building
84 South First Street
San Jose, California

Dear Mr. McLaughlin:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

Ewan Clague

Ewan Clague
Commissioner of Labor Statistics

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Retail Grocers Assn. retail grocery industry	Retail Clerks Inter- national Association #428 Retail Store Employees Union, Local 428 AFL-CIO affiliated with Retail Clerks International Association (parent organization)	2,500



June 15, 1965

Mr. James B. McLaughlin, Secretary
Retail Clerks International Association
Local 428
Room 347 - Security Building
84 South First Street
San Jose, California

Dear Mr. McLaughlin:

I am writing to you regarding the matter of the
identification of the person who was
seen in the store on June 15, 1965.
I have been advised that the person
seen in the store was a man who was
about 30 years old, 5'8" tall, and
weighed about 150 pounds. He was
wearing a dark suit and a light-colored
shirt. He was seen in the store
at approximately 10:00 AM on June 15, 1965.
I have been advised that the person
seen in the store was a man who was
about 30 years old, 5'8" tall, and
weighed about 150 pounds. He was
wearing a dark suit and a light-colored
shirt. He was seen in the store
at approximately 10:00 AM on June 15, 1965.

[Handwritten signature]

Retail Grocers Assn. Retail Clerks Inter-
national Association
4428